

# **Exhibit “U”**

## **Part 4**

(C) If no 5 (knowledge) - all no street number put "none"



Form No. 400-246

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND **NEWYORK TELEPHONE COMPANY**, a domestic Corporation having its principal office (residence) at **100 WALL ST. NEWYORK N.Y.**, is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way in and over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the

**TOWN** of **COENWALL** County of **ORANGE** State of New York  
 Said easement and line shall extend from the property line of **VANDERBILT - SALISBURY MILLS ROAD** on the **SOUTH** from **NORTHERLY** direction to the property line of **CUSTOMER OWNED POLE** on the **NORTH**

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon as to provide a clearance of **10** feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove the line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND **NEWYORK TELEPHONE COMPANY** shall reimburse the undersigned for any damage to his—her—their—its property caused solely by the said Corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

Signed, sealed and delivered on **Oct. 31st** 1947 **Howard B. Hewitt**  
 In the presence of **Howard B. Hewitt**

Residing at **MEADOW BROOK**  
 Number **10**  
**COENWALL** **ORANGE** **N.Y.**  
 Town, County, State

If not a street, give town or village, then street name and lot or street number. (Or name of street.)

(If not a village, then lot.)

If not a street, give lot or lot number.



Form No. 100 (1-1-13)

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND NEW YORK TELEPHONE COMPANY, a domestic Corporation having its principal office (residence) at 141 WEST ST. NEW YORK, N.Y., is hereby acknowledged, the undersigned hereby grant(s) convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way in,

over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the TOWN of CADONNA, County of ORANGE, State of New York.

Said easement and line shall extend from the property line of BUNDY on the EAST in a WEST direction to the property line of COOPER on the WEST.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon in repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenant and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon to provide a clearance of 22 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and location of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove and replace said line at a substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND NEW YORK TELEPHONE COMPANY shall reimburse the undersigned for any damage to his/her/their property caused solely by the said Corporations in repairing the line to be hereon.

This agreement hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned. In witness whereof, the undersigned has hereunto set his hand and affixed his seal this 10 day of June, 1913.

Residing at 1555 POMEROY ST. N.Y.C.



Form No. 409 Rev. 2M-12-52

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND New York Telephone Co., a domestic Corporation having its principal office (residence) at 140 West 57th St., New York, N.Y., is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way in, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the Town of New Windsor, County of Craig, State of New York.

Said easement and line shall extend from the property line of Franklin on the South direction to the property line of Van Hook on the North direction.

For the installation of CHT poles and guy wires and necessary guys on undisturbed property.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so to provide a clearance of 10 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND New York Telephone Co. shall reimburse the undersigned for any damage to his—her—their—its property caused solely by the said Corporations in repairing the line to be located on said easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporation(s) respectively.

Witness my hand and seal, this July 10, 1957. Franklin Benedict (L.S.)

In the presence of: Charles Z. Winkler (L.S.)

Residing at: None R.T. 9-1  
New Windsor Number Orange Street  
Town, City or Village County State

If no street number put "(none)"

**KNOWLEDGMENT BY SUBSCRIBING WITNESS**  
**STATE OF NEW YORK**

I, Franklin Benedict, ss.:  
 On this 10th day of July, 1957, before me personally came Charles Z. Winkler (subscribing witness) whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being duly sworn, did depose and say that he resides in Town of New Windsor, N.Y. that he is personally acquainted with Franklin Benedict knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, present and saw the said person(s) execute the same and that he (severally) duly acknowledged to him, the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness thereto.

**FRANK W. SHAY**  
 Notary Public, State of New York  
 Residing in Orange County, N.Y.  
 My Commission Expires March 30, 1959

Frank W. Shay  
 Notary Public.

A true record entered July 30th, 1957 at 1:00 P. M.

Clerk